

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name and Address of Registrant

LEVICK STRATEGIC COMMUNICATIONS, LLC

## 2. Registration No.

TO BE ASSIGNED

## 3. Name of Foreign Principal

NAN BIZCOM LTD

## 4. Principal Address of Foreign Principal

NEWS AGENCY OF NIGERIA  
INDEPENDENCE AVENUE  
ABUJA, NIGERIA

## 5. Indicate whether your foreign principal is one of the following:

☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (specify) NAN BIZCOM LTD (NIGERIA)☐ Individual-State nationality

## 6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant deals

IMA NIBORO, MANAGING DIRECTOR

## 7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals

c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

NAN BIZCOM LTD - NEWS AGENCY

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

NAN BIZCOM LTD - STATE ESTABLISHED, CONTROLLED AND FUNDED AGENCY

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit A | Name and Title                | Signature            |
|-------------------|-------------------------------|----------------------|
| June 25, 2014     | PHILIP ELWOOD, VICE PRESIDENT | /s/ PHILIP C. ELWOOD |

eSigned



U.S. Department of Justice  
Washington, DC 20530

**Exhibit B to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

LEVICK STRATEGIC COMMUNICATIONS, LLC

2. Registration No.

TO BE ASSIGNED

6228

3. Name of Foreign Principal

NAN BIZCOM LTD

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

SEE ATTACHMENT

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

SEE ATTACHMENT

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

SEE ATTACHMENT

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title                | Signature                       |
|-------------------|-------------------------------|---------------------------------|
| June 25, 2014     | PHILIP ELWOOD, VICE PRESIDENT | /s/ PHILIP C. ELWOOD<br>eSigned |

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.





COMMUNICATING TRUST

## STANDARD CONTRACT

### *Fees*

The term of this engagement between Levick Strategic Communications, LLC, (LEVICK) and the NAN BIZCOM LTD (CLIENT) to assist with a range of government affairs and public relations matters. The engagement will begin on June 16, 2014, for an initial term of 12 months.

Professional fees for LEVICK staff will be billed at the rate of \$100,000/month. Fees for others services such as paid media, video production and web development will be in addition to fees for LEVICK staff. Out of pocket expenses will be billed separately and are described below.

Additionally, on behalf of the client, LEVICK will engage Jared Genser of Perseus Strategies, a well-known lawyer in the international human rights and democracy community to assist primarily in our objectives to promote transparency, democracy and the rule of law throughout Nigeria. This subcontract to will appear as an additional \$25,000/month and will be passed through in its entirety to Perseus Strategies.

### *Expenses*

#### *General*

We do not charge our clients for recurring costs such as in-house copying, faxing, scanning, printing or postage, local communications costs or for access to our on-line media technology and digital services. It is our policy to invoice our clients a flat 4.50% of monthly fees to cover these costs. Actual long-distance or conference calling charges incurred on behalf of the client will be billed separately, at cost.

#### *Travel Related Expenses*

Travel and meals will be billed at cost. We estimate these to average \$22,500.00 per professional, per trip. These trips will be as requested by the client.

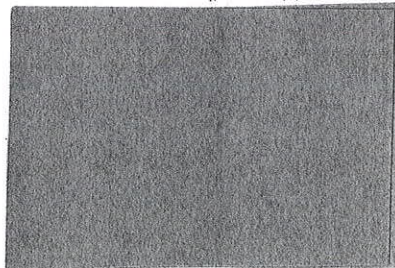
If a LEVICK professional(s) is to be based in Nigeria, their per diem living expenses will be additional, and at cost.

#### *Outside Vendors*

Third party vendor expenses such as private newswires (e.g., PRNewswire), outsourced printing and copy jobs, significant costs for postage and handling etc. will be charged at cost

### *Invoicing*

Work will commence upon receipt of advance quarterly retainer. All invoices are due upon receipt. Interest of 1.5% per month will be charged on all balances outstanding over 30 days. Questions about contract terms or invoices should be directed as follows:



WASHINGTON DC  
1900 M Street NW  
Washington, DC 20036

NEW YORK  
122 West 27th Street  
New York, NY 10001

NEW YORK  
122 West 27th Street  
New York, NY 10001

THE URGENCY OF NOW.

***Scope of Services***

LEVICK will provide government affairs and communications counsel with the primary objective of changing the international and local media narrative related to:

- The Government of Nigeria's efforts to find and safely return the more than 200 girls abducted by the terrorist organization, Boko Haram, in the Borno State of Nigeria.
- Assisting the Government's efforts to mobilize international support in fighting Boko Haram as part of the greater global war on terror.
- Communicating the President Goodluck Jonathan Administration's past, present and future priority to foster transparency, democracy and the rule of law throughout Nigeria.

***Confidentiality***

We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.

***Contracting***

LEVICK agrees not to hire any of your employees for the period of this agreement and one year after its completion. In return, you agree not to hire any LEVICK employees or their agents for the period of this agreement and one year after its completion.

***Indemnification***

Since we will be acting at your direction, you agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.



Work on this engagement will begin upon our receipt of this signed letter and initial payment. Funds may be sent by check with this letter or by wire transfer as noted below:

***Please remit payment to:***

Levick Strategic Communications, LLC  
1900 M Street, NW  
Washington, DC 20036

***OR***

***Please Wire Funds to:***

Bank: BB&T  
Bank Address: 1801 K Street, NW  
Washington, DC 20036  
Beneficiary: Levick Strategic  
Communications, LLC  
Account #:   
SWIFT Code: 

Thank you for your confidence in LEVICK. We are very pleased to be working with you.

Sincerely,



Mark S. Irion  
President


Accepted & Agreed:

Name: Mr. Ima Niboro

Title: Managing Director

Company: News Agency of Nigeria

Date: June 13, 2014



Accounts Payable Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_